

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE PETROBRAS SECURITIES LITIGATION

No. 14-cv-9662 (JSR)

This Document Applies To:

*Dodge & Cox International Stock Fund, et al. v. Petróleo Brasileiro S.A. – Petrobras, et al.*, 15-cv-10111 (JSR)

**ANSWER OF PETROBRAS DEFENDANTS TO PLAINTIFFS’  
AMENDED COMPLAINT FOR VIOLATIONS OF FEDERAL SECURITIES LAWS**

Defendants Petróleo Brasileiro S.A. – PETROBRAS (“Petrobras”), Petrobras Global Finance, B.V. (“PGF”), Theodore Marshall Helms (“Helms”), and Petrobras America Inc. (“PAI”) (collectively, the “Petrobras Defendants”), by their undersigned counsel, answer the Complaint as follows: No response is required to the various headings or subheadings throughout the Complaint. To the extent that responses are required to such headings or subheadings, they are denied. To the extent that any allegation is not specifically admitted, it is denied. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the introductory paragraph, except admit that the Complaint contains allegations asserted by Plaintiff.

1. The Petrobras Defendants deny the allegations set forth in paragraph 1.
2. The Petrobras Defendants deny the allegations set forth in paragraph 2, and aver that certain former employees have been charged with or convicted of participating in a scheme in which, according to an investigation being conducted by Brazilian prosecutors (the “Lava Jato” investigation), they conspired with a cartel of companies (the “Cartel”), who were counterparties to contracts entered into with Petrobras. Such cartel companies bribed these former employees and Brazilian politicians, and caused Petrobras to overpay for the goods and

services provided to Petrobras under these contracts (the “Payment Scheme”), with respect to which the Petrobras Defendants refer to Petrobras’s 2014 annual report on Form 20-F (the “2014 Form 20-F”) for its contents.

3. The Petrobras Defendants deny the allegations set forth in paragraph 3, except refer to the 2014 Form 20-F for its contents, and admit that Petrobras prepared its financial statements during the Relevant Period in accordance with Generally Accepted Accounting Principles (“GAAP”) or International Financial Reporting Standards (“IFRS”).

4. The Petrobras Defendants deny the allegations set forth in paragraph 4, except refer to the financial results for the third quarter of 2014 and financial results for the year-end of 2014, each issued on April 22, 2015 and filed with the Securities and Exchange Commission (“SEC”) on Form 6-K (the “3Q14 Financial Results” and the “4Q14 Financial Results,” respectively and together the “3Q14 and 4Q14 Financial Results”) for their contents.

5. The Petrobras Defendants deny the allegations set forth in paragraph 5, except admit that Maria das Graças Silva Foster (“Foster”) served as Petrobras’s Chief Executive Officer (“CEO”) from February 2012 until February 2015, and refer to the purportedly quoted statements for their contents.

6. The Petrobras Defendants deny the allegations set forth in paragraph 6.

7. The Petrobras Defendants deny the allegations set forth in paragraph 7, except admit that American Depositary Shares (“ADSs”) representing Petrobras’s common and preferred shares are listed on the New York Stock Exchange (“NYSE”), and refer to the publicly reported trading data of Petrobras securities for its contents.

8. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 8, except refer to publicly available

information about the Lava Jato investigation for information about the progress of the investigation and admit that the SEC and U.S. Department of Justice (“DOJ”) have a related ongoing investigation.

9. The Petrobras Defendants deny the allegations set forth in paragraph 9, except admit that Paulo Roberto Costa (“Costa”) was, until 2012, the Chief Downstream Officer of Petrobras and served on Petrobras’s Executive Board, and that Costa pled guilty in connection with the Lava Jato investigation and has testified as a cooperating witness.

10. The Petrobras Defendants deny the allegations set forth in paragraph 10, except admit that Renato Duque (“Duque”) was the former Chief Services Officer of Petrobras, that Pedro Barusco (“Barusco”) was the Executive Manager of Engineering of Petrobras, that Nestor Cerveró (“Cerveró”) was the Chief Financial Officer (“CFO”) of a Petrobras subsidiary, that he was a former Chief International Officer of Petrobras, that Sérgio Machado (“Machado”) was the CEO of Transpetro, and refer to the entirety of the official transcripts of Costa’s testimony in connection with the Lava Jato investigation for their contents.

11. The Petrobras Defendants deny the allegations set forth in paragraph 11, except deny knowledge or information sufficient to form a belief as to the truth of the allegations concerning amounts and specifics of bribe payments.

12. The Petrobras Defendants deny the allegations set forth in paragraph 12, except refer to the 2014 Form 20-F for its contents.

13. The Petrobras Defendants deny the allegations set forth in paragraph 13, except refer to the entirety of the official transcripts of Costa’s and Barusco’s testimony in connection with the Lava Jato investigation for their contents.

14. The Petrobras Defendants deny the allegations set forth in paragraph 14, except refer to the entirety of the official transcripts of Costa's and Barusco's testimony in connection with the Lava Jato investigation for their contents.

15. The Petrobras Defendants deny the allegations set forth in paragraph 15, except admit that Foster succeeded José Sérgio Gabrielli de Azevedo ("Gabrielli") as the CEO of Petrobras, that Venina Velosa de Fonseca ("Velosa") worked in the Downstream division of Petrobras and reported to Costa, that Velosa has given interviews to the press, which interviews are referred to for their contents, and that she has claimed to have sent various emails, which, to the extent they were in fact sent, are referred to for their contents.

16. The Petrobras Defendants deny the allegations set forth in paragraph 16, except admit that Velosa was transferred for a period of time to a high level executive position with a Petrobras subsidiary in Singapore and that she has given interviews to the press, refer to the referenced interviews and email from Velosa for their contents, and deny knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of paragraph 16.

17. The Petrobras Defendants deny the allegations set forth in paragraph 17, except refer to the referenced email for its contents.

18. The Petrobras Defendants deny the allegations set forth in paragraph 18, except admit that Costa was arrested in connection with the Lava Jato investigation and pled guilty to crimes and gave testimony in the Lava Jato investigation, and refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents and to the purportedly quoted statements for their contents.

19. The Petrobras Defendants deny the allegations set forth in paragraph 19, except admit that Costa has pled guilty in connection with the Lava Jato investigation, and refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

20. The Petrobras Defendants deny the allegations set forth in paragraph 20, except refer to the referenced press release for its contents.

21. The Petrobras Defendants deny the allegations set forth in paragraph 21, except admit that Duque and others were arrested in connection with the Lava Jato investigation, that the Company held an earnings call on November 17, 2014, and refer to the official transcript of the referenced conferenced call for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

22. The Petrobras Defendants deny the allegations set forth in paragraph 22, except admit that Cerveró was the Chief International Officer of Petrobras and was indicted in connection with the Lava Jato investigation, and refer to the indictment for its contents, to the referenced announcement for its contents, and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

23. The Petrobras Defendants deny the allegations set forth in paragraph 23, except refer to financial results for the third quarter of 2014, issued on January 27, 2015 and filed with the SEC on Form 6-K (the "3Q14 Unaudited Results") for its contents.

24. The Petrobras Defendants deny the allegations set forth in paragraph 24, except refer to the publicly reported prices of Petrobras's securities for the reported prices thereof.

25. The Petrobras Defendants deny the allegations set forth in paragraph 25, except refer to the referenced Moody's report for its contents.

26. The Petrobras Defendants deny the allegations set forth in paragraph 26, except admit that Foster, Almir Guilherme Barbassa (“Barbassa”), and others, left Petrobras in February 2015 and that Aldemir Bendine (“Bendine”) became the CEO of Petrobras in February 2015, and refer to the referenced Reuters article for its contents.

27. The Petrobras Defendants deny the allegations set forth in paragraph 27, except refer to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

28. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 28, except admit that Duque was arrested in connection with the Lava Jato investigation, and that Brazilian prosecutors formally charged Joao Vaccari Neto (“Neto”) with corruption and bribery.

29. The Petrobras Defendants deny the allegations set forth in paragraph 29, except refer to the referenced announcements for their contents and to the publicly reported prices of Petrobras’s securities for the reported prices thereof.

30. The Petrobras Defendants deny the allegations set forth in paragraph 30, except refer to the 3Q14 and 4Q14 Financial Results for their contents and to the referenced statements for their contents.

31. The Petrobras Defendants deny the allegations set forth in paragraph 31, except refer to the referenced SEC filings and the 3Q14 and 4Q14 Financial Results for their contents and to the official transcripts of Costa’s, Alberto Youssef’s (“Youssef”), and Barusco’s testimony in connection with the Lava Jato investigation for their contents.

32. The Petrobras Defendants deny the allegations set forth in paragraph 32, except admit that the 3Q14 and 4Q14 Financial Results were approved by the Petrobras Board of Directors, and refer to the referenced Wall Street Journal article and statement for their contents.

33. The Petrobras Defendants deny the allegations set forth in paragraph 33, except refer to the referenced press report and Business Insider article for its contents, and to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

34. The Petrobras Defendants deny the allegations set forth in paragraph 34, except refer to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

35. The Petrobras Defendants deny the allegations set forth in paragraph 35, except refer to the referenced statements and SEC filings for their contents.

36. The Petrobras Defendants deny the allegations set forth in paragraph 36, except refer to the purportedly quoted statements for their contents.

37. The Petrobras Defendants deny the allegations set forth in paragraph 37.

38. The Petrobras Defendants deny the allegations set forth in paragraph 38.

39. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 39.

40. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 40.

41. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 41.

42. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 42.

43. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 43.

44. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 44.

45. The Petrobras Defendants deny the allegations set forth in paragraph 45, except admit that Petrobras is a Brazilian corporation incorporated in 1953, that it has offices at the stated locations in Brazil and New York, that its equity securities trade on the Brazilian stock exchange (the “BOVESPA”) and the NYSE under the stated ticker symbols, and that the State of Brazil owns a majority of the voting shares of Petrobras, and refer to the publicly reported trading data on the referenced days for its contents and to Petrobras’s offering documents for information concerning its debt securities.

46. The Petrobras Defendants deny the allegations set forth in paragraph 46, except refer to the 2014 Form 20-F for its contents, including a description of the sources of revenue of Petrobras.

47. The Petrobras Defendants deny the allegations set forth in paragraph 47, except refer to the publicly reported prices of Petrobras’s securities for the reported prices thereof.

48. The Petrobras Defendants admit the allegations set forth in paragraph 48.

49. The Petrobras Defendants admit the allegations set forth in paragraph 49.

50. The Petrobras Defendants admit the allegations set forth in paragraph 50, and aver that until August 9, 2013, the registered office of Petrobras International Finance Company S.A. (“PifCo”) was at 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands.



51. The Petrobras Defendants deny the allegations set forth in paragraph 51, except admit that PAI is a wholly-owned subsidiary of Petrobras, that the PAI trading and procurement office is located at 10350 Richmond Avenue, Suite 1400, Houston, Texas 77042, that Helms has been a consultant at PAI since around June 2015, and that PAI owns Pasadena Refining System Inc., an independent refinery and marketer of petroleum products.

52. The Petrobras Defendants deny the allegations set forth in paragraph 52, except admit that Gabrielli served as Petrobras's CEO until February 2012, and that he signed certain of the filings Petrobras furnished to the SEC while he was CEO.

53. The Petrobras Defendants deny the allegations set forth in paragraph 53, except admit that Foster served as Petrobras's CEO from February 2012 until February 2015, and that she signed certain of the filings Petrobras furnished to the SEC while she was CEO.

54. The Petrobras Defendants deny the allegations set forth in paragraph 54, except admit that Barbassa served as CFO and Chief Investor Relations Officer of Petrobras from 2005 until February 2015, and that he signed certain of the filings Petrobras furnished to the SEC while he was CFO.

55. The Petrobras Defendants deny the allegations set forth in paragraph 55, except admit that Costa served, until 2012, as Petrobras's Chief Downstream Officer and was a member of Petrobras's Executive Board.

56. The Petrobras Defendants deny the allegations set forth in paragraph 56, except admit that José Carlos Cosenza ("Cosenza") served as the Chief Downstream Officer of Petrobras, was a member of Petrobras's Executive Board, and left Petrobras in February 2015.

57. The Petrobras Defendants deny the allegations set forth in paragraph 57, except admit that Duque served as the Chief Services Officer of Petrobras from 2003 through 2012 and was a member of Petrobras's Executive Board.

58. The Petrobras Defendants deny the allegations set forth in paragraph 58, except admit that Guillherme de Oliveira Estrella ("Estrella") served as the Chief Exploration and Production Officer of Petrobras from 2003 through 2012 and was a member of Petrobras's Executive Board.

59. The Petrobras Defendants deny the allegations set forth in paragraph 59, except admit that José Miranda Formigli Filho ("Filho") served as the Chief Exploration and Production Officer of Petrobras from 2012 through 2015 and was a member of Petrobras's Executive Board.

60. The Petrobras Defendants deny the allegations set forth in paragraph 60, except admit that Josué Christiano Gomes da Silva ("Silva") served as a Petrobras Director from October 2011 to March 2013, and that he signed certain of the filings Petrobras furnished to the SEC while he was a director.

61. The Petrobras Defendants deny the allegations set forth in paragraph 61, except admit that Silvio Sinedino Pinheiro ("Pinheiro") served as a Petrobras Director, and that he signed certain of the filings Petrobras furnished to the SEC while he was a director.

62. The Petrobras Defendants deny the allegations set forth in paragraph 62, except admit that Daniel Lima de Oliveira ("Oliveira") served as CEO and Chairman of PifCo, and that he signed certain of the filings Petrobras furnished to the SEC.

63. The Petrobras Defendants deny the allegations set forth in paragraph 63, except admit that José Raimundo Brandão Pereira ("Pereira") served as a Director of PifCo, and that he signed certain of the filings Petrobras furnished to the SEC.

64. The Petrobras Defendants deny the allegations set forth in paragraph 64, except admit that Sérvio Túlio da Rosa Tinoco (“Tinoco”) served as CFO of PifCo during the Relevant Period, and that he signed certain of the filings Petrobras furnished to the SEC.

65. The Petrobras Defendants deny the allegations set forth in paragraph 65, except admit that Paulo José Alves (“Alves”) served as the Chief Accounting Officer of PifCo, and that he signed certain of the filings Petrobras furnished to the SEC.

66. The Petrobras Defendants deny the allegations set forth in paragraph 66, except admit that Gustavo Tardin Barbosa (“Barbosa”) served as CEO and Managing Director of PGF, and that he signed certain of the filings Petrobras furnished to the SEC.

67. The Petrobras Defendants deny the allegations set forth in paragraph 67, except admit that Alexandre Quintão Fernandes (“Fernandes”) served as CFO and Managing Director of PGF, and that he signed certain of the filings Petrobras furnished to the SEC.

68. The Petrobras Defendants deny the allegations set forth in paragraph 68, except admit that Marcos Antonio Zacarias (“Zacarias”) served as Managing Director of PGF, and that he signed certain of the filings Petrobras furnished to the SEC.

69. The Petrobras Defendants deny the allegations set forth in paragraph 69, except admit that Cornelis Franciscus Jozef Looman (“Looman”) served as Managing Director of PGF, and that he signed certain of the filings Petrobras furnished to the SEC.

70. The Petrobras Defendants deny the allegations set forth in paragraph 70, except admit that Helms served as the authorized U.S. Representative for Petrobras, PGF, and PifCo, and that he signed certain of the filings Petrobras furnished to the SEC.

71. The Petrobras Defendants admit the allegations set forth in paragraph 71.

72. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 72.

73. The Petrobras Defendants deny the allegations set forth in paragraph 73, except refer to the referenced registration statement for its contents.

74. The Petrobras Defendants deny the allegations set forth in paragraph 74, except refer to the referenced offering documents for their contents.

75. The Petrobras Defendants deny the allegations set forth in paragraph 75, except refer to the referenced offering documents for their contents.

76. The Petrobras Defendants deny the allegations set forth in paragraph 76, except refer to the referenced registration statement for its contents.

77. The Petrobras Defendants deny the allegations set forth in paragraph 77, except refer to the referenced offering documents for its contents.

78. The Petrobras Defendants deny the allegations set forth in paragraph 78, except refer to the referenced offering documents for their contents.

79. The Petrobras Defendants deny the allegations set forth in paragraph 79, except refer to the referenced offering documents for their contents.

80. The Petrobras Defendants deny the allegations set forth in paragraph 80, except refer to the referenced offering documents for their contents.

81. The Petrobras Defendants deny the allegations set forth in paragraph 81, except refer to the referenced registration statement for its contents.

82. The Petrobras Defendants deny the allegations set forth in paragraph 82, except refer to the referenced registration statement for its contents.

83. The Petrobras Defendants deny the allegations set forth in paragraph 83, except refer to referenced offering documents for their contents.

84. The Petrobras Defendants deny the allegations set forth in paragraph 84, except refer to the referenced offering documents for their contents.

85. The Petrobras Defendants deny the allegations set forth in paragraph 85, except refer to the referenced offering documents for their contents.

86. The Petrobras Defendants deny the allegations set forth in paragraph 86, except refer to the referenced offering documents for their contents.

87. To the extent paragraph 87 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 87, except deny knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiffs' purchases.

88. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 88.

89. The Petrobras Defendants deny the allegations set forth in paragraph 89, except deny knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiffs' purchases, and refer to the referenced offering documents for their contents.

90. To the extent paragraph 90 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 90, except deny knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiffs' purchases.

91. The Petrobras Defendants deny the allegations set forth in paragraph 91, except admit that the Complaint purports to assert claims under Section 10(b) of the Exchange Act of 1934 and SEC Rule 10b-5.

92. The Petrobras Defendants deny the allegations set forth in paragraph 92, except admit that the Complaint purports to assert claims under SEC Rule 10b-5.

93. The Petrobras Defendants deny the allegations set forth in paragraph 93, except admit that the Complaint purports to assert claims under Section 20(a) of the Exchange Act of 1934.

94. The Petrobras Defendants deny the allegations set forth in paragraph 94, except admit that the Complaint purports to assert claims under Section 11 of the Securities Act of 1933.

95. The Petrobras Defendants deny the allegations set forth in paragraph 95, except admit that the Complaint purports to assert claims under Section 15 of the Securities Act of 1933.

96. To the extent paragraph 96 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 96.

97. Paragraph 97 purports to state legal conclusions to which no response is required.

98. To the extent paragraph 98 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 98.

99. To the extent paragraph 99 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set

forth in paragraph 99, except admit that Petrobras maintains a representative office in this District, that ADSs representing its common and preferred shares are listed on the NYSE, and that Petrobras made filings with the SEC.

100. To the extent paragraph 100 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 100, except admit that telephones, the mail, and the facilities of the national securities markets were used in connection with Petrobras's capital raising activities.

101. The Petrobras Defendants deny the allegations set forth in paragraph 101, except refer to the purportedly quoted statements for their contents.

102. The Petrobras Defendants deny the allegations set forth in paragraph 102, except refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

103. The Petrobras Defendants deny the allegations set forth in paragraph 103, except refer to the 2014 Form 20-F for its contents.

104. The Petrobras Defendants deny the allegations set forth in paragraph 104.

105. The Petrobras Defendants deny the allegations set forth in paragraph 105, except admit that several former Petrobras employees, including Costa and Barusco, as well as several others, including Youssef and Augusto Ribeiro de Mendonça Neto ("Mendonça Neto"), pled guilty in connection with the Lava Jato investigation, that Costa was, prior to April 2012, the Chief Downstream Officer of Petrobras, that Duque was, prior to April 2012, the Director of the Services division, that Barusco worked with Duque in the Services division, and refer to the entirety of the official transcripts of the testimony, and plea agreements, of Costa, Barusco,

Youssef and Mendonça Neto in the Lava Jato investigation, and the referenced Bloomberg article, for their contents.

106. The Petrobras Defendants deny the allegations set forth in paragraph 106, except admit that several former Petrobras employees, including Costa and Barusco, as well as several others, including Youssef and Mendonça Neto, gave testimony in connection with the Lava Jato investigation, and refer to the entirety of the official transcripts of their plea agreements and testimony for their contents, and admit that Velosa, a current employee, gave testimony to the Lava Jato investigation, and refer to the entirety of the official transcripts of Velosa's testimony in connection with the Lava Jato investigation for their contents.

107. The Petrobras Defendants deny the allegations set forth in paragraph 107, except refer to the 2014 Form 20-F for its contents, and refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

108. The Petrobras Defendants deny the allegations set forth in paragraph 108, except admit that Barusco entered into a plea agreement and gave testimony in connection with the Lava Jato investigation, and refer to the entirety of the official transcripts of his testimony for their contents.

109. The Petrobras Defendants deny the allegations set forth in paragraph 109, except admit that Mendonça Neto entered into a plea agreement and gave testimony in connection with the Lava Jato investigation, and refer to the entirety of the official transcripts of his testimony for their contents.

110. The Petrobras Defendants deny the allegations set forth in paragraph 110, except admit that Mendonça Neto, Youssef, and Costa entered into plea agreements and gave testimony



in connection with the Lava Jato investigation, and refer to the entirety of the official transcripts of their testimony for their contents.

111. The Petrobras Defendants deny the allegations set forth in paragraph 111, except admit that Mendonça Neto entered into a plea agreement and gave testimony in connection with the Lava Jato investigation, and refer to the entirety of the official transcripts of his testimony for their contents.

112. The Petrobras Defendants deny the allegations set forth in paragraph 112, except admit that certain Petrobras employees met during the Relevant Period with companies who were identified in the Lava Jato investigation as part of the Cartel, and refer to the purported minutes of such meetings, and the referenced Valor International article, for their contents.

113. The Petrobras Defendants deny the allegations set forth in paragraph 113, except admit that, over many years, Petrobras entered into many contracts with construction companies that were later identified as Cartel members in the Lava Jato investigation, and refer to the 3Q14 Unaudited Results for its contents.

114. The Petrobras Defendants deny the allegations set forth in paragraph 114, except deny knowledge or information to form a belief as to whether bids “skyrocketed,” and refer to the 2014 Form 20-F for its contents, and to the entirety of the official transcripts of Costa’s testimony in connection with the Lava Jato investigation for their contents.

115. The Petrobras Defendants deny the allegations set forth in paragraph 115, except refer to the 2014 Form 20-F for its contents, and refer to the entirety of the official transcripts of Costa’s testimony in connection with the Lava Jato investigation for their contents.

116. The Petrobras Defendants deny the allegations set forth in paragraph 116, except admit that Barusco entered into a plea agreement and gave testimony in connection with the

Lava Jato investigation, and refer to the entirety of the official transcripts of his testimony for their contents.

117. The Petrobras Defendants deny the allegations set forth in paragraph 117, except admit that Barusco entered into a plea agreement and gave testimony in connection with the Lava Jato investigation, and refer to the entirety of the official transcripts of his testimony for their contents.

118. The Petrobras Defendants deny the allegations set forth in paragraph 118, and refer to the December 11, 2014 complaint filed by the Brazilian federal public prosecutors' office against Costa and eight others (the "December 11, 2014 complaint") for its contents.

119. The Petrobras Defendants deny the allegations set forth in paragraph 119, except refer to the entirety of the official transcripts of Costa's, Duque's, and Barusco's testimony in connection with the Lava Jato investigation for their contents.

120. The Petrobras Defendants deny the allegations set forth in paragraph 120, except refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

121. The Petrobras Defendants deny the allegations set forth in paragraph 121, except refer to the entirety of the official transcripts of Mendonça Neto's testimony in connection with the Lava Jato investigation for their contents.

122. The Petrobras Defendants deny the allegations set forth in paragraph 122, except refer to the entirety of the official transcripts of Mendonça Neto's testimony in connection with the Lava Jato investigation for their contents.

123. The Petrobras Defendants deny the allegations set forth in paragraph 123, except refer to the 2014 Form 20-F for its contents, and the entirety of the official transcripts of Julio

Camargo's ("Camargo") testimony in connection with the Lava Jato investigation for their contents.

124. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 124, except refer to the referenced press reports for their contents and to the entirety of the official transcripts of Erton Medeiros Fonseca's ("Fonseca") testimony in connection with the Lava Jato investigation for their contents.

125. The Petrobras Defendants deny the allegations set forth in paragraph 125, except refer to the entirety of the official transcripts of Youssef's testimony in connection with the Lava Jato investigation for their contents.

126. The Petrobras Defendants deny the allegations set forth in paragraph 126, except refer to the entirety of the official transcripts of Mendonça Neto's testimony in connection with the Lava Jato investigation for their contents.

127. The Petrobras Defendants deny the allegations set forth in paragraph 127, except admit that Barusco has given testimony and, reportedly, documents, in connection with the Lava Jato investigation, and refer to the entirety of the official transcripts of his testimony for their contents.

128. The Petrobras Defendants deny the allegations set forth in paragraph 128, except admit that Barusco has given testimony and, reportedly, documents, in connection with the Lava Jato investigation, and refer to the entirety of the official transcripts of his testimony for their contents.

129. The Petrobras Defendants deny the allegations set forth in paragraph 129, except admit that Barusco has given testimony and, reportedly, documents, in connection with the Lava

Jato investigation, and refer to the entirety of the official transcripts of his testimony for their contents and to the referenced Veja article for its contents.

130. The Petrobras Defendants deny the allegations set forth in paragraph 130, except admit that, according to those who have provided testimony in connection with the Lava Jato investigation, the entirety of the official transcripts of which are referred to for their contents, those participating in the Payment Scheme, including Cartel members and former Petrobras employees, successfully concealed the existence of that scheme from other Petrobras employees, and refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

131. The Petrobras Defendants deny the allegations set forth in paragraph 131, except refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

132. The Petrobras Defendants deny the allegations set forth in paragraph 132, except refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

133. The Petrobras Defendants deny the allegations set forth in paragraph 133, except refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

134. The Petrobras Defendants deny the allegations set forth in paragraph 134, except refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

135. The Petrobras Defendants deny the allegations set forth in paragraph 135, except refer to the entirety of the official transcripts of Barusco's testimony in connection with the Lava Jato investigation for their contents.

136. The Petrobras Defendants deny the allegations set forth in paragraph 136, except refer to the entirety of the official transcripts of Barusco's testimony in connection with the Lava Jato investigation for their contents.

137. The Petrobras Defendants deny the allegations set forth in paragraph 137, except admit that members of the Cartel and former Petrobras employees, including Barusco, gave testimony in connection with the Lava Jato investigation, and refer to the entirety of the official transcripts of their testimony for their contents.

138. The Petrobras Defendants deny the allegations set forth in paragraph 138, except refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

139. The Petrobras Defendants deny the allegations set forth in paragraph 139, except refer to the entirety of the official transcripts of Barusco's testimony in connection with the Lava Jato investigation for their contents.

140. The Petrobras Defendants deny the allegations set forth in paragraph 140, except refer to the 3Q14 and 4Q14 Financial Results for their contents.

141. The Petrobras Defendants deny the allegations set forth in paragraph 141, except admit that, according to those who have provided testimony in connection with the Lava Jato investigation, the entirety of the official transcripts of which are referred to for their contents, those participating in the Payment Scheme, including Cartel members and former Petrobras employees, successfully concealed the existence of that scheme from other Petrobras employees.

142. The Petrobras Defendants deny the allegations set forth in paragraph 142.

143. The Petrobras Defendants deny the allegations set forth in paragraph 143, except admit that Velosa appeared on Brazilian television in December 2014, and was the subject of an article in Valor, and refer to the article for its contents.

144. The Petrobras Defendants deny the allegations set forth in paragraph 144, except admit that Velosa held various positions within Petrobras including in Brazil and Singapore, from 1990 through 2014, that while working for Petrobras in Brazil she worked in the division as to which Costa was the director, that at times she interacted with Foster, and refer to the transcript of the referenced Fantástico broadcast for its contents.

145. The Petrobras Defendants deny the allegations set forth in paragraph 145, except refer to the referenced Valor article for its contents.

146. The Petrobras Defendants deny the allegations set forth in paragraph 146, except refer to the entirety of the official transcripts of Velosa's testimony in connection with the Lava Jato investigation, and the referenced Valor article, for their contents.

147. The Petrobras Defendants deny the allegations set forth in paragraph 147, except refer to the entirety of the official transcripts of Velosa's testimony in connection with the Lava Jato investigation for their contents.

148. The Petrobras Defendants deny the allegations set forth in paragraph 148, except refer to the entirety of the official transcripts of Velosa's testimony in connection with the Lava Jato investigation for their contents, and to the transcript of the referenced Fantástico broadcast for its contents.

149. The Petrobras Defendants deny the allegations set forth in paragraph 149, except refer to the transcript of the referenced Fantástico broadcast for its contents.

150. The Petrobras Defendants deny the allegations set forth in paragraph 150, except refer to the referenced email for its contents.

151. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 151, except to the extent the referenced document exists, refer to that document for its contents.

152. The Petrobras Defendants deny the allegations set forth in paragraph 152, except refer to the entirety of the official transcripts of Velosa's testimony in connection with the Lava Jato investigation for their contents.

153. The Petrobras Defendants deny the allegations set forth in paragraph 153, except admit that from 2010 through 2012, Velosa served as a General Manager in the Singapore office of PM Bio Trading Pte. Ltd., she thereafter returned to Brazil and then requested, and was granted, permission to return to Singapore, where she was appointed a presiding director of PSPL, a Petrobras subsidiary.

154. The Petrobras Defendants deny the allegations set forth in paragraph 154, except refer to the referenced email for its contents.

155. The Petrobras Defendants deny the allegations set forth in paragraph 155, except refer to the referenced email for its contents.

156. The Petrobras Defendants deny the allegations set forth in paragraph 156, except refer to the referenced Valor article for its contents.

157. The Petrobras Defendants deny the allegations set forth in paragraph 157, except refer to the referenced O Estado de Sao Paulo article for its contents.

158. The Petrobras Defendants deny the allegations set forth in paragraph 158, except refer to the referenced article in O Estado de Sao Paulo, and the referenced email, for their contents.

159. The Petrobras Defendants deny the allegations set forth in paragraph 159, except admit that Fernando de Castro Sá (“Sá”) was a lawyer who worked in the legal department on matters related to Petrobras’s Downstream division, and refer to the entirety of the official transcripts of Sá’s testimony in connection with the Lava Jato investigation for their contents.

160. The Petrobras Defendants deny the allegations set forth in paragraph 160, except refer to the official transcripts of Sá’s testimony in connection with the Lava Jato investigation for their contents.

161. The Petrobras Defendants deny the allegations set forth in paragraph 161, except refer to the official transcripts of Sá’s testimony in connection with the Lava Jato investigation for their contents.

162. The Petrobras Defendants deny the allegations set forth in paragraph 162, except refer to the entirety of the official transcripts of Sá’s testimony in connection with the Lava Jato investigation for their contents.

163. The Petrobras Defendants deny the allegations set forth in paragraph 163, except refer to the entirety of the official transcripts of Sá’s testimony in connection with the Lava Jato investigation for their contents.

164. The Petrobras Defendants deny the allegations set forth in paragraph 164, except admit that Mauro Cunha (“Cunha”) was a member of the Petrobras Board of Directors who represented minority investors, and served on the Audit Committee, and refer to the referenced articles in Dow Jones and Bloomberg for their contents.



165. The Petrobras Defendants deny the allegations set forth in paragraph 165, except admit that Cunha left the Audit Committee in 2014, and refer to the referenced Bloomberg article, and the referenced complaint filed by Petrobras with the Securities and Exchange Commission of Brazil (“CVM”), for their contents.

166. The Petrobras Defendants deny the allegations set forth in paragraph 166, except admit that several former Petrobras employees, and Cartel members, have pled guilty and provided testimony in connection with the Lava Jato investigation.

167. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 167, except admit, on information and belief, that prior to the commencement of the Lava Jato investigation Youssef had been convicted of crimes, and refer to publicly available information about the Lava Jato investigation for information about the investigation.

168. The Petrobras Defendants deny the allegations set forth in paragraph 168, except admit that Costa was arrested in March 2014, and refer to the referenced court records and press reports for their contents.

169. The Petrobras Defendants deny the allegations set forth in paragraph 169, except admit that Costa has entered into a plea agreement with prosecutors in connection with the Lava Jato investigation, and given testimony in connection therewith, and refer to publicly available information about the Lava Jato investigation for information about the investigation.

170. The Petrobras Defendants deny the allegations set forth in paragraph 170, except refer to the entirety of the official transcripts of Costa’s testimony in connection with the Lava Jato investigation for their contents, and to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

171. The Petrobras Defendants deny the allegations set forth in paragraph 171, except refer to the entirety of the official transcripts of Costa's and Barusco's testimony in connection with the Lava Jato investigation for their contents.

172. The Petrobras Defendants deny the allegations set forth in paragraph 172, except refer to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

173. The Petrobras Defendants deny the allegations set forth in paragraph 173, except refer to the December 11, 2014 complaint for its contents.

174. The Petrobras Defendants deny the allegations set forth in paragraph 174, except refer to the December 11, 2014 complaint for its contents.

175. The Petrobras Defendants deny the allegations set forth in paragraph 175, except refer to the entirety of the official transcripts of Costa's, Barusco's, Mendonça Neto's, and Camargo's testimony in connection with the Lava Jato investigation for their contents.

176. The Petrobras Defendants deny the allegations set forth in paragraph 176, except refer to the 3Q14 Unaudited Results for its contents.

177. The Petrobras Defendants deny the allegations set forth in paragraph 177.

178. The Petrobras Defendants deny the allegations set forth in paragraph 178, except admit that Foster, Barbassa, and others left Petrobras in February 2015, and that Bendine became the CEO of Petrobras in February 2015, and refer to the referenced Reuters article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

179. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 179, except refer to the referenced Bloomberg article for its contents.

180. The Petrobras Defendants deny the allegations set forth in paragraph 180, except admit that Brazilian federal prosecutors filed lawsuits on February 20, 2015 against six members of the Cartel, and refer to the referenced pleadings for their contents.

181. The Petrobras Defendants deny the allegations set forth in paragraph 181, except refer to the charges filed against Cerveró by Brazilian prosecutors for their contents.

182. The Petrobras Defendants deny the allegations set forth in paragraph 182, except refer to the publicly reported prices of Petrobras's securities for the reported prices thereof, and to the referenced Moody's report and Wall Street Journal article for their contents.

183. The Petrobras Defendants deny the allegations set forth in paragraph 183, except refer to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

184. The Petrobras Defendants deny the allegations set forth in paragraph 184, except refer to the referenced Financial Times article for its contents.

185. The Petrobras Defendants deny the allegations set forth in paragraph 185, except refer to the entirety of the official transcripts of Barusco's testimony in connection with the Lava Jato investigation for their contents.

186. The Petrobras Defendants deny the allegations set forth in paragraph 186, except refer to the referenced Wall Street Journal article for its contents.

187. The Petrobras Defendants deny the allegations set forth in paragraph 187, except admit that the Controladoria-Geral da União (“CGU”) opened administrative proceedings against ten construction firms on March 11, 2015.

188. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 188, except refer to the entirety of the official transcripts of Costa’s and Barusco’s testimony in connection with the Lava Jato investigation for their contents.

189. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 189, except admit that Dilma Rousseff (“Rousseff”) was reelected President of Brazil in October 2014, and that she served as chair of the Board of Directors of Petrobras from 2003 to 2010.

190. The Petrobras Defendants deny the allegations set forth in paragraph 190, except admit that Duque was arrested by Federal Police on March 16, 2015, and refer to the purportedly quoted statement for its contents.

191. The Petrobras Defendants deny the allegations set forth in paragraph 191, except admit that Brazilian prosecutors formally charged Neto with corruption and bribery, and refer to the purportedly quoted statement for its contents and to the entirety of the official transcripts of Barusco’s testimony in connection with the Lava Jato investigation for their contents.

192. The Petrobras Defendants deny the allegations set forth in paragraph 192, except refer to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

193. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 193, except refer to the referenced Bloomberg article for its contents.

194. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 194.

195. The Petrobras Defendants deny the allegations set forth in paragraph 195, except refer to the 3Q14 and 4Q14 Financial Results for their contents.

196. The Petrobras Defendants deny the allegations set forth in paragraph 196, except refer to the 3Q14 and 4Q14 Financial Results for their contents.

197. The Petrobras Defendants deny the allegations set forth in paragraph 197, except refer to the 3Q14 and 4Q14 Financial Results for their contents.

198. The Petrobras Defendants deny the allegations set forth in paragraph 198.

199. The Petrobras Defendants deny the allegations set forth in paragraph 199, except refer to the minutes of the referenced Fiscal Council meeting for their contents.

200. The Petrobras Defendants deny the allegations set forth in paragraph 200, except refer to the referenced Wall Street Journal article for its contents.

201. The Petrobras Defendants deny the allegations set forth in paragraph 201, except refer to the minutes of the referenced Board of Directors meeting for their contents.

202. The Petrobras Defendants deny the allegations set forth in paragraph 202, except refer to the referenced appendix for its contents.

203. The Petrobras Defendants deny the allegations set forth in paragraph 203, except refer to the referenced appendix for its contents.

204. The Petrobras Defendants deny the allegations set forth in paragraph 204, except refer to the referenced appendix for its contents.

205. The Petrobras Defendants deny the allegations set forth in paragraph 205, except refer to the referenced appendix for its contents.

206. The Petrobras Defendants deny the allegations set forth in paragraph 206, except admit that Pinheiro was elected by Petrobras employees, and is no longer a member of the Board of Directors, and that on April 24, 2015, Petrobras announced that José Guimarães Monforte resigned as a member of the Board of Directors.

207. The Petrobras Defendants deny the allegations set forth in paragraph 207, except refer to the referenced press reports for their contents.

208. The Petrobras Defendants deny the allegations set forth in paragraph 208, except refer to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

209. The Petrobras Defendants admit the allegations set forth in paragraph 209.

210. The Petrobras Defendants deny the allegations set forth in paragraph 210, except refer to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

211. The Petrobras Defendants deny the allegations set forth in paragraph 211, except refer to the referenced documents for their contents.

212. The Petrobras Defendants deny the allegations set forth in paragraph 212, except refer to the referenced Bloomberg article for its contents.

213. The Petrobras Defendants deny the allegations set forth in paragraph 213, except admit that Cerveró was the Director of the International division from 2003 to 2008, and refer to

the referenced documents and the entirety of the official transcripts of the testimony given in connection with the Lava Jato investigation for their contents.

214. The Petrobras Defendants deny the allegations set forth in paragraph 214, and refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

215. The Petrobras Defendants deny the allegations set forth in paragraph 215, and refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

216. The Petrobras Defendants deny the allegations set forth in paragraph 216, and refer to the referenced charges filed by Brazilian federal prosecutors for their contents.

217. The Petrobras Defendants deny the allegations set forth in paragraph 217, and refer to the referenced charges filed by Brazilian federal prosecutors for their contents.

218. The Petrobras Defendants deny the allegations set forth in paragraph 218, and refer to the referenced charges filed by Brazilian federal prosecutors for their contents.

219. The Petrobras Defendants deny the allegations set forth in paragraph 219.

220. The Petrobras Defendants deny the allegations set forth in paragraph 220, and refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

221. The Petrobras Defendants deny the allegations set forth in paragraph 221, and refer to the plea agreement and the entirety of the official transcripts of Barusco's testimony in connection with the Lava Jato investigation for their contents.

222. The Petrobras Defendants deny the allegations set forth in paragraph 222, and refer to the plea agreement and the entirety of the official transcripts of Barusco's testimony in connection with the Lava Jato investigation for their contents.

223. The Petrobras Defendants deny the allegations set forth in paragraph 223, and refer to the plea agreement and the entirety of the official transcripts of Barusco's testimony in connection with the Lava Jato investigation for their contents.

224. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 224.

225. The Petrobras Defendants deny the allegations set forth in paragraph 225, and refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

226. The Petrobras Defendants deny the allegations set forth in paragraph 226, and refer to the entirety of the official transcripts of Barusco's testimony in connection with the Lava Jato investigation for their contents.

227. The Petrobras Defendants deny the allegations set forth in paragraph 227, and refer to the entirety of the official transcripts of Barusco's testimony in connection with the Lava Jato investigation for their contents.

228. The Petrobras Defendants deny the allegations set forth in paragraph 228, except refer to the referenced Valor article for its contents.

229. The Petrobras Defendants deny the allegations set forth in paragraph 229.

230. The Petrobras Defendants deny the allegations set forth in paragraph 230, except refer to the referenced statements made by Jonathan Taylor, the referenced documents, and the referenced interview for their contents.



231. The Petrobras Defendants deny the allegations set forth in paragraph 231, and refer to the entirety of the official transcripts of Barusco's testimony in connection with the Lava Jato investigation for their contents.

232. The Petrobras Defendants deny the allegations set forth in paragraph 232, and refer to the plea agreement and the entirety of the official transcripts of Barusco's testimony in connection with the Lava Jato investigation for their contents.

233. The Petrobras Defendants deny the allegations set forth in paragraph 233, except refer to the referenced announcement by SBM Offshore N.V. ("SBM"), and the statement purportedly quoted in the third sentence of paragraph 233, for their contents, and admit that in November 2014 SBM was suspended from doing business with Petrobras.

234. The Petrobras Defendants deny the allegations set forth in paragraph 234, and refer to the entirety of the official transcripts of Barusco's and Costa's testimony in connection with the Lava Jato investigation for their contents.

235. The Petrobras Defendants deny the allegations set forth in paragraph 235, except admit that Machado stepped down as CEO of Transpetro in February 2015.

236. The Petrobras Defendants deny the allegations set forth in paragraph 236, except refer to the referenced Veja article, and the entirety of the official transcripts of Camargo's and Cerveró's testimony in connection with the Lava Jato investigation, for their contents.

237. The Petrobras Defendants deny the allegations set forth in paragraph 237, except refer to the referenced Business Insider article for its contents and to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

238. The Petrobras Defendants deny the allegations set forth in paragraph 238, except refer to the referenced Estado article and Tribunal de Contas da União (“TCU”) report for their contents.

239. The Petrobras Defendants deny the allegations set forth in paragraph 239, except admit that in November 2014, SBM was suspended from doing business with Petrobras, and refer to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

240. The Petrobras Defendants deny the allegations set forth in paragraph 240, except refer to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

241. The Petrobras Defendants deny the allegations set forth in paragraph 241, except refer to the referenced Bloomberg article for its contents.

242. The Petrobras Defendants deny the allegations set forth in paragraph 242, except refer to publicly available information about the Lava Jato investigation for information about the progress of the investigation.

243. To the extent paragraph 243 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 243.

244. The Petrobras Defendants deny the allegations set forth in paragraph 244.

245. The Petrobras Defendants deny the allegations set forth in paragraph 245, except refer to the entirety of the official transcripts of Costa’s testimony in connection with the Lava Jato investigation for their contents.

246. The Petrobras Defendants deny the allegations set forth in paragraph 246, except refer to the referenced Facts and Data entries for their contents.

247. The Petrobras Defendants deny the allegations set forth in paragraph 247, except refer to the 2014 Form 20-F for its contents, and refer to the entirety of the official transcripts of Costa's, Barusco's, and Fonseca's testimony in connection with the Lava Jato investigation for their contents.

248. The Petrobras Defendants deny the allegations set forth in paragraph 248, except deny knowledge or information sufficient to form a belief as to whether irregularities "inflated many of the Abreu contracts by up to 20%," and refer to the referenced Facts and Data entries, the official transcripts of the referenced interviews, the referenced statements, and the 2014 Form 20-F, for their contents.

249. The Petrobras Defendants deny the allegations set forth in paragraph 249, except refer to the entirety of the official transcripts of Costa's and Barusco's testimony in connection with the Lava Jato investigation for their contents.

250. The Petrobras Defendants deny the allegations set forth in paragraph 250, except deny knowledge or information sufficient to form a belief as to whether irregularities "inflated most of the Comperj contracts by up to 20%," and refer to the referenced statement, Facts and Data entry, and 2014 Form 20-F, for their contents.

251. The Petrobras Defendants deny the allegations set forth in paragraph 251, except refer to the referenced statement for its contents.

252. The Petrobras Defendants deny the allegations set forth in paragraph 252, except refer to the referenced statement, press release, and Form 20-F, for their contents.

253. The Petrobras Defendants deny the allegations set forth in paragraph 253.

254. The Petrobras Defendants deny the allegations set forth in paragraph 254, except refer to the referenced letter for its contents.

255. The Petrobras Defendants deny the allegations set forth in paragraph 255.

256. The Petrobras Defendants deny the allegations set forth in paragraph 256, except refer to the entirety of the official transcript of the referenced testimony for its contents.

257. The Petrobras Defendants deny the allegations set forth in paragraph 257.

258. The Petrobras Defendants deny the allegations set forth in paragraph 258.

259. The Petrobras Defendants deny the allegations set forth in paragraph 259, except refer to the referenced statement for its contents.

260. The Petrobras Defendants deny the allegations set forth in paragraph 260, except refer to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation for their contents.

261. The Petrobras Defendants deny the allegations set forth in paragraph 261, except refer to the referenced Facts and Data entries for their contents.

262. The Petrobras Defendants deny the allegations set forth in paragraph 262, except refer to the referenced 2014 Form 20-F, and the entirety of the official transcripts of Costa's, Barusco's, Mendonça Neto's, and Camargo's testimony in connection with the Lava Jato investigation, for their contents.

263. The Petrobras Defendants deny the allegations set forth in paragraph 263, except refer to the referenced Facts and Data entries for their contents.

264. The Petrobras Defendants deny the allegations set forth in paragraph 264, except refer to the 3Q14 Unaudited Results for its contents, to the purportedly quoted statements for

their contents, and to the entirety of the official transcripts of the referenced testimony for their contents.

265. The Petrobras Defendants deny the allegations set forth in paragraph 265, except refer to the referenced Form 6-K for its contents.

266. The Petrobras Defendants deny the allegations set forth in paragraph 266, except refer to the referenced Form 6-K for its contents.

267. The Petrobras Defendants deny the allegations set forth in paragraph 267, except refer to the referenced Forms 6-K for their contents.

268. The Petrobras Defendants deny the allegations set forth in paragraph 268, except refer to the referenced Form 6-K for its contents.

269. The Petrobras Defendants deny the allegations set forth in paragraph 269, except refer to the referenced Forms 6-K for their contents.

270. The Petrobras Defendants deny the allegations set forth in paragraph 270, except refer to the referenced Form 6-K for its contents.

271. The Petrobras Defendants deny the allegations set forth in paragraph 271, except refer to the referenced Code of Ethics for its contents.

272. The Petrobras Defendants deny the allegations set forth in paragraph 272.

273. The Petrobras Defendants deny the allegations set forth in paragraph 273.

274. The Petrobras Defendants deny the allegations set forth in paragraph 274, except refer to the referenced Facts and Data entries and statements for their contents.

275. The Petrobras Defendants deny the allegations set forth in paragraph 275.

276. The Petrobras Defendants deny the allegations set forth in paragraph 276, except refer to the referenced statements for their contents, and deny knowledge or information sufficient to form a belief as to the truth of the allegations with respect to Costa's statements.

277. The Petrobras Defendants deny the allegations set forth in paragraph 277, except refer to the 3Q14 Unaudited Results for its contents, to the purportedly quoted statements for their contents, and to the entirety of the official transcripts of the referenced testimony for their contents.

278. The Petrobras Defendants deny the allegations set forth in paragraph 278, except refer to the referenced Form 20-F for its contents.

279. The Petrobras Defendants deny the allegations set forth in paragraph 279.

280. The Petrobras Defendants deny the allegations set forth in paragraph 280, except refer to the official transcript of the referenced conference call for its contents.

281. The Petrobras Defendants deny the allegations set forth in paragraph 281.

282. The Petrobras Defendants deny the allegations set forth in paragraph 282, except refer to the referenced Facts and Data entry and Los Angeles Times article for their contents.

283. The Petrobras Defendants deny the allegations set forth in paragraph 283.

284. The Petrobras Defendants deny the allegations set forth in paragraph 284, except refer to the referenced SEC filings for their contents.

285. The Petrobras Defendants deny the allegations set forth in paragraph 285, except refer to the referenced SEC filings for their contents.

286. The Petrobras Defendants deny the allegations set forth in paragraph 286, except refer to the referenced SEC filings for their contents.

287. The Petrobras Defendants deny the allegations set forth in paragraph 287, except refer to the referenced SEC filings and purportedly quoted statements for their contents.

288. The Petrobras Defendants deny the allegations set forth in paragraph 288.

289. The Petrobras Defendants deny the allegations set forth in paragraph 289, except refer to the referenced Forms 20-F for their contents.

290. The Petrobras Defendants deny the allegations set forth in paragraph 290, except refer to the referenced accounting standards for their contents.

291. The Petrobras Defendants deny the allegations set forth in paragraph 291, except refer to the referenced accounting standards for their contents.

292. The Petrobras Defendants deny the allegations set forth in paragraph 292, except refer to the referenced Forms 20-F for their contents.

293. The Petrobras Defendants deny the allegations set forth in paragraph 293.

294. The Petrobras Defendants deny the allegations set forth in paragraph 294, except refer to the applicable accounting standards and referenced Forms 20-F for their contents.

295. The Petrobras Defendants deny the allegations set forth in paragraph 295, except refer to the applicable accounting standards and referenced Forms 20-F for their contents.

296. The Petrobras Defendants deny the allegations set forth in paragraph 296, excepts admit the allegations in the first sentence thereof and refer to the referenced Forms 20-F for their contents.

297. The Petrobras Defendants deny the allegations set forth in paragraph 297, except refer to the referenced accounting standards for their contents.

298. The Petrobras Defendants deny the allegations set forth in paragraph 298, except refer to the referenced Forms 20-F for their contents.

299. The Petrobras Defendants deny the allegations set forth in paragraph 299, except refer to the applicable accounting standards for their contents.

300. The Petrobras Defendants deny the allegations set forth in paragraph 300, except refer to the applicable accounting standards for their contents.

301. The Petrobras Defendants deny the allegations set forth in paragraph 301, except refer to the referenced Forms 20-F for their contents.

302. The Petrobras Defendants deny the allegations set forth in paragraph 302.

303. The Petrobras Defendants deny the allegations set forth in paragraph 303, except refer to the applicable accounting standards and referenced Forms 20-F for their contents.

304. The Petrobras Defendants deny the allegations set forth in paragraph 304, except refer to the applicable accounting standards and referenced Forms 20-F for their contents.

305. The Petrobras Defendants deny the allegations set forth in paragraph 305, except refer to the 3Q14 Unaudited Results, and to the entirety of the official transcripts of Costa's testimony in connection with the Lava Jato investigation, for their contents.

306. The Petrobras Defendants deny the allegations set forth in paragraph 306, except refer to the 2014 Form 20-F for its contents.

307. The Petrobras Defendants deny the allegations set forth in paragraph 307, except refer to the referenced SEC filings for their contents.

308. The Petrobras Defendants deny the allegations set forth in paragraph 308, except refer to the referenced prospectus supplements for their contents.

309. The Petrobras Defendants deny the allegations set forth in paragraph 309, except refer to the referenced SEC filings for their contents.

310. The Petrobras Defendants deny the allegations set forth in paragraph 310.



311. The Petrobras Defendants deny the allegations set forth in paragraph 311, except refer to the referenced SEC filings for their contents.

312. The Petrobras Defendants deny the allegations set forth in paragraph 312.

313. The Petrobras Defendants deny the allegations set forth in paragraph 313, except refer to the referenced SEC filings for their contents.

314. The Petrobras Defendants deny the allegations set forth in paragraph 314, except refer to the referenced SEC filings for their contents.

315. The Petrobras Defendants deny the allegations set forth in paragraph 315, except refer to the official transcript of the referenced conference call for its contents.

316. The Petrobras Defendants deny the allegations set forth in paragraph 316.

317. The Petrobras Defendants deny the allegations set forth in paragraph 317, except refer to the official transcript of the referenced interview for its contents.

318. The Petrobras Defendants deny the allegations set forth in paragraph 318.

319. The Petrobras Defendants deny the allegations set forth in paragraph 319, except refer to the referenced Facts and Data entry for its contents.

320. The Petrobras Defendants deny the allegations set forth in paragraph 320, except refer to the referenced Facts and Data entry for its contents.

321. The Petrobras Defendants deny the allegations set forth in paragraph 321.

322. The Petrobras Defendants deny the allegations set forth in paragraph 322, except refer to the 3Q14 and 4Q14 Financial Results for their contents.

323. The Petrobras Defendants deny the allegations set forth in paragraph 323, except refer to the 3Q14 and 4Q14 Financial Results for their contents.

324. The Petrobras Defendants deny the allegations set forth in paragraph 324, except refer to the referenced Form 20-F for its contents.

325. The Petrobras Defendants deny the allegations set forth in paragraph 325.

326. The Petrobras Defendants deny the allegations set forth in paragraph 326, except refer to the entirety of the official transcripts of Costa's, Youssef's, and Barusco's testimony in connection with the Lava Jato investigation for their contents.

327. The Petrobras Defendants deny the allegations set forth in paragraph 327, except refer to the referenced SEC filings for their contents.

328. The Petrobras Defendants deny the allegations set forth in paragraph 328, except refer to the referenced 3Q14 and 4Q14 Financial Results for their contents.

329. The Petrobras Defendants deny the allegations set forth in paragraph 329, except refer to the referenced 3Q14 Unaudited Results and the 3Q14 and 4Q14 Financial Results for their contents.

330. To the extent paragraph 330 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 330.

331. To the extent paragraph 331 states legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 331.

332. To the extent paragraph 332 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 332.

333. To the extent paragraph 333 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 333.

334. To the extent paragraph 334 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 334.

335. The Petrobras Defendants deny the allegations set forth in paragraph 335.

336. The Petrobras Defendants deny the allegations set forth in paragraph 336, except refer to the publicly reported prices of Petrobras's securities for the reported prices thereof.

337. The Petrobras Defendants deny the allegations set forth in paragraph 337.

338. The Petrobras Defendants deny the allegations set forth in paragraph 338, except refer to the referenced Bloomberg and Veja articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

339. The Petrobras Defendants deny the allegations set forth in paragraph 339, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

340. The Petrobras Defendants deny the allegations set forth in paragraph 340, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

341. The Petrobras Defendants deny the allegations set forth in paragraph 341, except refer to the referenced O Globo and Folha articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

342. The Petrobras Defendants deny the allegations set forth in paragraph 342, except refer to the referenced O Globo and Bloomberg articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

343. The Petrobras Defendants deny the allegations set forth in paragraph 343, except refer to the referenced press release for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

344. The Petrobras Defendants deny the allegations set forth in paragraph 344, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

345. The Petrobras Defendants deny the allegations set forth in paragraph 345, except admit that a Parliamentary Commission of Inquiry (a "CPI") was initiated by the Brazilian Senate to investigate certain matters related to Petrobras and refer to the publicly reported prices of Petrobras's securities for the reported prices thereof.

346. The Petrobras Defendants deny the allegations set forth in paragraph 346, except admit that the Lava Jato investigation has included in-person meetings at Petrobras.

347. The Petrobras Defendants deny the allegations set forth in paragraph 347, except admit that the Brazilian Congress instituted a CPI regarding the Pasadena refinery and SBM, that Foster spoke at a Brazilian Senate hearing on April 15, 2014, and refer to the entirety of the official transcript of the referenced Senate hearing for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

348. The Petrobras Defendants deny the allegations set forth in paragraph 348, and refer to the referenced Folha de S.Paulo article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

349. The Petrobras Defendants deny the allegations set forth in paragraph 349, and refer to the referenced O Estado de Sao Paulo article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

350. The Petrobras Defendants deny the allegations set forth in paragraph 350, and refer to the referenced Valor article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

351. The Petrobras Defendants deny the allegations set forth in paragraph 351, and refer to the referenced Wall Street Journal article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

352. The Petrobras Defendants deny the allegations set forth in paragraph 352, and refer to the referenced Estado article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

353. The Petrobras Defendants deny the allegations set forth in paragraph 353, except admit that current and former employees of Petrobras appealed from administrative action taken against them by the TCU, refer to the referenced TCU report for its contents, to the referenced Bloomberg article for its contents, and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

354. The Petrobras Defendants deny the allegations set forth in paragraph 354, and refer to the referenced Bloomberg News article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

355. The Petrobras Defendants deny the allegations set forth in paragraph 355, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

356. The Petrobras Defendants deny the allegations set forth in paragraph 356, except refer to the referenced Bloomberg News article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

357. The Petrobras Defendants deny the allegations set forth in paragraph 357, except refer to the referenced statement for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

358. The Petrobras Defendants deny the allegations set forth in paragraph 358, except refer to the referenced Folha de S. Paulo article for its contents and to the publicly reported trading prices of Petrobras's securities for the reported prices thereof.

359. The Petrobras Defendants deny the allegations set forth in paragraph 359, except refer to the referenced Bloomberg, Veja, and Valor articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

360. The Petrobras Defendants deny the allegations set forth in paragraph 360, except refer to the referenced Bloomberg News article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

361. The Petrobras Defendants deny the allegations set forth in paragraph 361, except refer to the referenced Wall Street Journal for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

362. The Petrobras Defendants deny the allegations set forth in paragraph 362, except refer to the referenced announcement for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

363. The Petrobras Defendants deny the allegations set forth in paragraph 363, except refer to the referenced TCU report and news reports for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

364. The Petrobras Defendants deny the allegations set forth in paragraph 364, except refer to the referenced news conference for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

365. The Petrobras Defendants deny the allegations set forth in paragraph 365, except refer to the referenced Bloomberg News article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

366. The Petrobras Defendants deny the allegations set forth in paragraph 366, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

367. The Petrobras Defendants deny the allegations set forth in paragraph 367, except refer to the referenced Form 6-K for its contents.

368. The Petrobras Defendants deny the allegations set forth in paragraph 368, except refer to the publicly reported prices of Petrobras's securities for the reported prices thereof.

369. The Petrobras Defendants deny the allegations set forth in paragraph 369, except refer to the referenced O Estado de Sao Paulo article and press release for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

370. The Petrobras Defendants deny the allegations set forth in paragraph 370, except refer to the referenced Financial Times article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

371. The Petrobras Defendants deny the allegations set forth in paragraph 371, except refer to the referenced Form 6-K for its contents.

372. The Petrobras Defendants deny the allegations set forth in paragraph 372, except admit that in November 2014, SBM was suspended from doing business with Petrobras, and refer to publicly available information about the Lava Jato investigation for information about the progress of the investigation and to the referenced Financial Times article and announcement for their contents.

373. The Petrobras Defendants deny the allegations set forth in paragraph 373, except refer to the publicly reported prices of Petrobras's securities for the reported prices thereof.

374. The Petrobras Defendants deny the allegations set forth in paragraph 374, except refer to the referenced Bank of America report and O Globo article for their contents.

375. The Petrobras Defendants deny the allegations set forth in paragraph 375, except refer to the official transcript of the referenced conference call for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

376. The Petrobras Defendants deny the allegations set forth in paragraph 376, except refer to the referenced Washington Post article for its contents.

377. The Petrobras Defendants deny the allegations set forth in paragraph 377, except refer to the referenced Morgan Stanley and Moody's reports for their contents.

378. The Petrobras Defendants deny the allegations set forth in paragraph 378, except refer to the referenced UBS report for its contents.

379. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 379, and refer to the referenced Itau BBA report for its contents.



380. The Petrobras Defendants deny the allegations set forth in paragraph 380, and refer to the referenced Itau BBA report for its contents.

381. The Petrobras Defendants deny the allegations set forth in paragraph 381, and refer to the referenced HSBC report for its contents.

382. The Petrobras Defendants deny the allegations set forth in paragraph 382, except refer to the referenced O Globo article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

383. The Petrobras Defendants deny the allegations set forth in paragraph 383, except refer to the referenced Bloomberg article and press release for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

384. The Petrobras Defendants deny the allegations set forth in paragraph 384, except refer to the referenced Bloomberg and Valor articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

385. The Petrobras Defendants deny the allegations set forth in paragraph 385, except refer to the referenced Estado and bidnesstc.com articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

386. The Petrobras Defendants deny the allegations set forth in paragraph 386, except refer to the referenced Fitch Ratings report for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

387. The Petrobras Defendants deny the allegations set forth in paragraph 387, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

388. The Petrobras Defendants deny the allegations set forth in paragraph 388, except refer to the referenced report for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

389. The Petrobras Defendants deny the allegations set forth in paragraph 389, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

390. The Petrobras Defendants deny the allegations set forth in paragraph 390, except refer to the referenced Valor, Wall Street Journal, and SeekingAlpha.com articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

391. The Petrobras Defendants deny the allegations set forth in paragraph 391, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

392. The Petrobras Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 392, except refer to the referenced Forbes article for its contents.

393. The Petrobras Defendants deny the allegations set forth in paragraph 393, except refer to the referenced announcements and Bloomberg article for their contents.

394. The Petrobras Defendants deny the allegations set forth in paragraph 394, except refer to the referenced Fantástico broadcast for its contents.

395. The Petrobras Defendants deny the allegations set forth in paragraph 395, except refer to the referenced Facts and Data entry and referenced statement for their contents.

396. The Petrobras Defendants deny the allegations set forth in paragraph 396, except admit that Cerveró was indicted in connection with the Lava Jato investigation.

397. The Petrobras Defendants deny the allegations set forth in paragraph 397.

398. The Petrobras Defendants deny the allegations set forth in paragraph 398, except refer to the publicly reported prices of Petrobras's securities for the reported prices thereof.

399. The Petrobras Defendants deny the allegations set forth in paragraph 399, except refer to the referenced announcement for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

400. The Petrobras Defendants deny the allegations set forth in paragraph 400, except refer to the referenced Valor article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

401. The Petrobras Defendants deny the allegations set forth in paragraph 401, except refer to the referenced PetroGlobalNews.com and bidnesstc.com articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

402. The Petrobras Defendants deny the allegations set forth in paragraph 402, except refer to the referenced O Globo and Folha articles for their contents, to the entirety of the official transcripts of Barusco's testimony in connection with the Lava Jato investigation for their contents, and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

403. The Petrobras Defendants deny the allegations set forth in paragraph 403, except refer to the referenced InfoMoney, Valor Economico, Associated Press, and Reuters articles for their contents.

404. The Petrobras Defendants deny the allegations set forth in paragraph 404, except admit that it announced on January 6, 2015 that Machado's unpaid leave would be extended, and refer to that announcement for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

405. The Petrobras Defendants deny the allegations set forth in paragraph 405, except refer to the referenced Bloomberg articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

406. The Petrobras Defendants deny the allegations set forth in paragraph 406, except refer to the referenced O Globo and Bloomberg articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

407. The Petrobras Defendants deny the allegations set forth in paragraph 407, except refer to the referenced Bloomberg articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

408. The Petrobras Defendants deny the allegations set forth in paragraph 408, except refer to the 3Q14 Unaudited Results for its contents.

409. The Petrobras Defendants deny the allegations set forth in paragraph 409, except refer to the 3Q14 Unaudited Results for its contents.

410. The Petrobras Defendants deny the allegations set forth in paragraph 410, except refer to the 3Q14 Unaudited Results for its contents.

411. The Petrobras Defendants deny the allegations set forth in paragraph 411, except refer to the 3Q14 Unaudited Results for its contents.

412. The Petrobras Defendants deny the allegations set forth in paragraph 412, except refer to the referenced letter for its contents.

413. The Petrobras Defendants deny the allegations set forth in paragraph 413, except refer to the referenced letter for its contents.

414. The Petrobras Defendants deny the allegations set forth in paragraph 414, except refer to the publicly reported prices of Petrobras's securities for the reported prices thereof.

415. The Petrobras Defendants deny the allegations set forth in paragraph 415, except refer to the referenced Morgan Stanley and Itau BBA reports for their contents.

416. The Petrobras Defendants deny the allegations set forth in paragraph 416, except refer to the referenced Votorantim Corretora report for its contents.

417. The Petrobras Defendants deny the allegations set forth in paragraph 417, except refer to the referenced Wall Street Journal and Reuters articles for their contents.

418. The Petrobras Defendants deny the allegations set forth in paragraph 418, except admit that Moody's and Fitch, on the referenced days, downgraded the Company, and refer to the referenced reports for their contents.

419. The Petrobras Defendants deny the allegations set forth in paragraph 419, except refer to the purportedly quoted statement and the 3Q14 Unaudited Results for their contents and to the referenced reports for their contents.

420. The Petrobras Defendants deny the allegations set forth in paragraph 420, except refer to the purportedly quoted statement for its contents.

421. The Petrobras Defendants deny the allegations set forth in paragraph 421, and refer to the purportedly quoted statements for their contents.

422. The Petrobras Defendants deny the allegations set forth in paragraph 422, except refer to the publicly reported trading prices of Petrobras's securities for the reported prices thereof.

423. The Petrobras Defendants deny the allegations set forth in paragraph 423, except refer to the referenced Bloomberg and Wall Street Journal articles for their contents and to the publicly reported trading prices of Petrobras's securities for the reported prices thereof.

424. The Petrobras Defendants deny the allegations set forth in paragraph 424, except admit that Bendine became the CEO of Petrobras in February 2015, and refer to the purportedly quoted statements for their contents.

425. The Petrobras Defendants deny the allegations set forth in paragraph 425, except refer to the statements purportedly made by Pinheiro for their contents, the referenced analyst reports for its contents, and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

426. The Petrobras Defendants deny the allegations set forth in paragraph 426, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

427. The Petrobras Defendants deny the allegations set forth in paragraph 427, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

428. The Petrobras Defendants deny the allegations set forth in paragraph 428, except refer to the referenced Moody's report, analyst statement, and purportedly quoted comment, for their contents.

429. The Petrobras Defendants deny the allegations set forth in paragraph 429, except refer to the Folha de Sao Paulo article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices.

430. The Petrobras Defendants deny the allegations set forth in paragraph 430, except refer to the referenced Bloomberg and Financial Times articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

431. The Petrobras Defendants deny the allegations set forth in paragraph 431, except refer to the referenced Financial Times and 247WallSt.com articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

432. The Petrobras Defendants deny the allegations set forth in paragraph 432, except refer to the referenced Wall Street Journal article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

433. The Petrobras Defendants deny the allegations set forth in paragraph 433, except refer to the referenced Bloomberg and Valor Econômico articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

434. The Petrobras Defendants deny the allegations set forth in paragraph 434, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

435. The Petrobras Defendants deny the allegations set forth in paragraph 435, except refer to the referenced reports for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

436. The Petrobras Defendants deny the allegations set forth in paragraph 436, except refer to the referenced Bloomberg and ino.com articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

437. The Petrobras Defendants deny the allegations set forth in paragraph 437, except refer to the referenced Barrons.com article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

438. The Petrobras Defendants deny the allegations set forth in paragraph 438, except refer to the referenced report for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

439. The Petrobras Defendants deny the allegations set forth in paragraph 439, except refer to the referenced Folha article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

440. The Petrobras Defendants deny the allegations set forth in paragraph 440, except refer to the referenced Folha article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

441. The Petrobras Defendants deny the allegations set forth in paragraph 441, except refer to the referenced Bloomberg and O Estado de Sao Paulo articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

442. The Petrobras Defendants deny the allegations set forth in paragraph 442, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

443. The Petrobras Defendants deny the allegations set forth in paragraph 443, except refer to the referenced Financial Times article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.



444. The Petrobras Defendants deny the allegations set forth in paragraph 444, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

445. The Petrobras Defendants deny the allegations set forth in paragraph 445, except refer to the referenced Valor article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

446. The Petrobras Defendants deny the allegations set forth in paragraph 446, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

447. The Petrobras Defendants deny the allegations set forth in paragraph 447, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

448. The Petrobras Defendants deny the allegations set forth in paragraph 448, except refer to the referenced Bloomberg and O Estado de Sao Paulo articles for their contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

449. The Petrobras Defendants deny the allegations set forth in paragraph 449, except refer to the referenced O Estado de Sao Paulo article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

450. The Petrobras Defendants deny the allegations set forth in paragraph 450, except refer to the referenced Bloomberg article for its contents and to the publicly reported prices of Petrobras's securities for the reported prices thereof.

451. The Petrobras Defendants deny the allegations set forth in paragraph 451.

452. The Petrobras Defendants deny the allegations set forth in paragraph 452.

453. The Petrobras Defendants deny the allegations set forth in paragraph 453.

454. The Petrobras Defendants admit the allegations set forth in paragraph 454.

455. The Petrobras Defendants deny the allegations set forth in paragraph 455, except admit that the Court-appointed Lead Plaintiff in the Class Action filed a Consolidated Class Action Complaint (“Consolidated Complaint”) against, *inter alia*, Petrobras, PGF, and PifCo on March 27, 2015 and on July 30, 2015, United States District Judge Jed S. Rakoff entered a ruling on a motion to dismiss the Consolidated Complaint.

456. To the extent paragraph 456, purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 456.

**FIRST CLAIM FOR RELIEF**  
**Violation of Section 10(b) of the Exchange Act and SEC Rule 10b-5**  
**By All Plaintiffs**  
**Against the Exchange Act Defendants**

457. The Petrobras Defendants repeat and re-allege their responses to paragraphs 1 through 456 as if fully set forth herein.

458. The Petrobras Defendants deny the allegations set forth in paragraph 458, except admit that the Complaint purports to assert a claim under Section 10(b) of the Exchange Act.

459. The Petrobras Defendants deny the allegations set forth in paragraph 459.

460. The Petrobras Defendants deny the allegations set forth in paragraph 460.

461. The Petrobras Defendants deny the allegations set forth in paragraph 461, except deny knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiffs’ knowledge and the basis for their investment decisions.

462. The Petrobras Defendants deny the allegations set forth in paragraph 462, except deny knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiffs' knowledge and the basis for their investment decisions.

463. The Petrobras Defendants deny the allegations set forth in paragraph 463.

464. The Petrobras Defendants deny the allegations set forth in paragraph 464.

465. The Petrobras Defendants deny the allegations set forth in paragraph 465.

**SECOND CLAIM FOR RELIEF**  
**Violation of Section 20(a) of the Exchange Act**  
**By All Plaintiffs**  
**Against the Exchange Act Individual Defendants**

466. The Petrobras Defendants repeat and re-allege their responses to paragraphs 1 through 456 as if fully set forth herein.

467. The Petrobras Defendants deny the allegations set forth in paragraph 467, except admit that the Complaint purports to assert a claim under Section 20(a) of the Exchange Act.

468. The Petrobras Defendants deny the allegations set forth in paragraph 468.

469. The Petrobras Defendants deny the allegations set forth in paragraph 469.

470. The Petrobras Defendants deny the allegations set forth in paragraph 470.

471. The Petrobras Defendants deny the allegations set forth in paragraph 471.

**THIRD CLAIM FOR RELIEF**  
**Violation of Section 11 of the Securities Act**  
**By Plaintiffs Dodge & Cox Income Fund and Dodge & Cox Balanced Fund**  
**Against the Section 11 Defendants**

472. The Petrobras Defendants repeat and re-allege their responses to paragraphs 1 through 456 as if fully set forth herein..

473. The Petrobras Defendants deny the allegations set forth in paragraph 473, except admit that the Complaint purports to assert a claim under Section 11 of the Securities Act.

474. The Petrobras Defendants deny the allegations set forth in paragraph 474.

475. To the extent paragraph 475 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 475.

476. The Petrobras Defendants admit the allegations set forth in paragraph 476.

477. The Petrobras Defendants deny the allegations set forth in paragraph 477, except admit that Petrobras entered into certain agreements with various underwriters during the Relevant Period, and refer to the agreements for their contents.

478. The Petrobras Defendants deny the allegations set forth in paragraph 478.

479. The Petrobras Defendants deny the allegations set forth in paragraph 479.

480. To the extent paragraph 480 purports to state legal conclusions, no response is required. To the extent a response is required, the Petrobras Defendants deny the allegations set forth in paragraph 480, except deny knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiffs' purchases.

481. The Petrobras Defendants deny the allegations set forth in paragraph 481, except deny knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiffs' knowledge and the basis for their investment decisions.

482. The Petrobras Defendants deny the allegations set forth in paragraph 482.

483. The Petrobras Defendants deny the allegations set forth in paragraph 483.

**FOURTH CLAIM FOR RELIEF**

**Violation of Section 15 of the Securities Act**

**By Plaintiffs Dodge & Cox Income Fund and Dodge & Cox Balanced Fund**

**Against Petrobras, PAI, and the Section 15 Officer and Director Defendants**

484. The Petrobras Defendants repeat and re-allege their responses to paragraphs 1 through 456 as if fully set forth herein, and deny the allegations set forth in paragraph 484,

except admit that the Complaint purports to assert a claim under Section 11 of the Securities Act of 1933.

485. The Petrobras Defendants deny the allegations set forth in paragraph 485, except note that Plaintiffs purports to allege that they are asserting a claim under Section 15 of the Securities Act.

486. The Petrobras Defendants deny the allegations set forth in paragraph 486, except admit that PGF is, and PifCo was, a subsidiary of Petrobras.

487. The Petrobras Defendants deny the allegations set forth in paragraph 487.

488. The Petrobras Defendants deny the allegations set forth in paragraph 488.

489. The Petrobras Defendants deny the allegations set forth in paragraph 489.

490. The Petrobras Defendants deny the allegations set forth in paragraph 490.

#### **PRAYER FOR RELIEF**

Answering Plaintiffs' prayer for relief, the Petrobras Defendants deny that Plaintiffs are entitled to relief against the Petrobras Defendants.

#### **JURY DEMAND**

Answering Plaintiffs' demand for a jury trial, the Petrobras Defendants deny that Plaintiffs have a right to a jury trial as against the Petrobras Defendants, except the Petrobras Defendants admit that Plaintiffs purport to demand a jury trial.

\* \* \* \* \*

1. To the extent any more specific response were to be required, the Petrobras Defendants state that all responses based in substance upon lack of knowledge or information, knowledge or information insufficient to form a belief as to the truth of Plaintiffs' allegations, or

a reference to a document or statement not made by Petrobras or a then current Petrobras senior officer should be construed to have the effect of a denial.

2. The Petrobras Defendants deny each and every allegation of the Complaint not specifically admitted; and any allegation which the Petrobras Defendants admit is admitted only as to the specific facts admitted, and not as to any characterization, implication, speculation, or conclusion contained in the allegation in the Complaint as a whole.

### **ADDITIONAL DEFENSES**

As additional defenses, the Petrobras Defendants allege, assert, and aver the following, which apply to each and every cause of action asserted in the Complaint against the Petrobras Defendants to which such defense is or may be applicable. By virtue of alleging these further defenses, the Petrobras Defendants do not assume any burden of proof, persuasion, or production not otherwise legally assigned to them. The Petrobras Defendants also do not concede that facts contrary to one or more of the averments that follows would support liability as to the Petrobras Defendants. The Petrobras Defendants reserve all rights to assert other defenses as appropriate.

### **FIRST DEFENSE**

The Complaint fails to state any claim against the Petrobras Defendants upon which relief can be granted.

### **SECOND DEFENSE**

Plaintiffs' claims are barred in whole or in part because the Petrobras Defendants did not omit or fail to state any material facts that were necessary in order to make any statement made by the Petrobras Defendants not false or misleading.

### **THIRD DEFENSE**

Plaintiffs' claims are barred in whole or in part because the Petrobras Defendants did not make any statements that were false or misleading when made.

**FOURTH DEFENSE**

Plaintiffs' claims are barred in whole or in part because any alleged misrepresentations or omission were not material as a matter of law.

**FIFTH DEFENSE**

The Complaint fails to plead fraud with the particularity required by Rule 9(b) of the Federal Rules of Civil Procedure and the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(b)(1).

**SIXTH DEFENSE**

Plaintiffs' claims are barred in whole or in part because the Petrobras Defendants did not intentionally make any misleading statement or misleading, actionable omission. At all times, and with respect to all matters contained herein, the Petrobras Defendants acted in good faith, exercised reasonable care and did not know, and in the exercise of reasonable care could not have known, of the purported untruths, misstatements and/or omissions alleged in the Complaint.

**SEVENTH DEFENSE**

Plaintiffs' claims are barred in whole or in part because the Petrobras Defendants did not negligently make any misleading statement or misleading, actionable omission. At all times, and with respect to all matters contained herein, the Petrobras Defendants acted in good faith, exercised reasonable care and did not know, and in the exercise of reasonable care could not have known, of the purported untruths, misstatements and/or omissions alleged in the Complaint.

**EIGHTH DEFENSE**

Petrobras and PAI had no knowledge of or reasonable grounds to believe in the existence of facts by reason of which the liability of the controlled person is alleged to exist.

**NINTH DEFENSE**

Plaintiffs' claims are barred in whole or in part because the filings made in connection with the Notes Offerings did not contain any untrue statements of material fact or omit to state any material facts required to be stated therein or necessary to make the statements therein not misleading.

**TENTH DEFENSE**

The statements complained of were, at the time of their utterance, made in good faith and upon reliance on what the speakers believed was true at the time such statements were uttered.

**ELEVENTH DEFENSE**

The Complaint fails to adequately plead loss causation, and in fact, Plaintiffs cannot prove loss causation.

**TWELFTH DEFENSE**

The Complaint fails to adequately plead transaction causation, and in fact, Plaintiffs cannot prove transaction causation.

**THIRTEENTH DEFENSE**

Plaintiffs' claims are barred in whole or in part because Plaintiffs have not alleged injuries that were proximately caused by any alleged misrepresentation or omission.

**FOURTEENTH DEFENSE**

Plaintiffs' claims are barred in whole or in part because Plaintiffs did not rely, or could not have relied, either reasonably, justifiably, or as a matter of law, upon the misstatements or omissions alleged in the Complaint.



**FIFTEENTH DEFENSE**

Plaintiffs' claims are barred in whole or in part because Plaintiffs did not rely upon, nor were they misled by, any prospectus as to which liability is asserted, nor did such prospectus affect their decisions regarding buying or selling securities.

**SIXTEENTH DEFENSE**

The Petrobras Defendants did not breach any duties owed to Plaintiffs.

**SEVENTEENTH DEFENSE**

Petrobras, PGF, and PAI did not engage in acts, practices, or a course of business that operated as a fraud or deceit upon Plaintiffs in connection with Plaintiffs' purchases of Petrobras securities.

**EIGHTEENTH DEFENSE**

The Petrobras Defendants are not liable because it did not make any false or misleading statements or omissions of material fact on which Plaintiffs relied, and the Petrobras Defendants are not responsible for any alleged false or misleading statement or omission of material fact on which Plaintiffs allegedly relied that were made by third parties.

**NINETEENTH DEFENSE**

Plaintiffs are not entitled to any recovery from Helms because, with regard to any part of the offering documents challenged in the Complaint (1) purporting to be made on the authority of an expert, or (2) purporting to be a copy of or an extract from a report or valuation of an expert, Helms had no reasonable grounds to believe, and did not believe, at the time such part of the offering documents became effective, that the statements therein were untrue or that there was an omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, or that such part of the offering documents did not fairly

represent the statement of the expert or was not a fair copy of or an extract from the report or valuation of the expert or public official document.

**TWENTIETH DEFENSE**

Plaintiffs are not entitled to any recovery from Helms because, with regard to any part of the offering documents challenged in the Complaint (1) purporting to be a statement made by an official person, or (2) purporting to be a copy of or extract from a public official document, Helms had no reasonable grounds to believe, and did not believe, at the time such part of the offering documents became effective, that the statements therein were untrue or that there was an omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, or did not fairly represent the statement made by the official person or was not a fair copy of or an extract from the public official document.

**TWENTY-FIRST DEFENSE**

The Petrobras Defendants are not liable because Plaintiffs knew or had reason to know the truth notwithstanding any alleged misrepresentations or omissions on which their claims are based.

**TWENTY-SECOND DEFENSE**

The Petrobras Defendants are not liable because Plaintiffs knew or should have known of the allegedly omitted or misstated information.

**TWENTY-THIRD DEFENSE**

The Petrobras Defendants are not liable because certain alleged misstatements by the Petrobras Defendants were forward-looking statements, were identified as such and were accompanied by meaningful cautionary statements identifying important factors that could cause actual results to differ materially from those in the forward-looking statements. Accordingly,

such alleged misstatements are non-actionable under the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-5(c)(1)(A), and the bespeaks caution doctrine.

**TWENTY-FOURTH DEFENSE**

The Petrobras Defendants are not liable because certain alleged misstatements are not actionable under the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78(u)-5(c)(1)(B), because: (a) the statements were forward-looking and the person making the statement did not have actual knowledge that the statements were false or misleading or (b) the statements were made or approved by an executive officer of Petrobras who did not have actual knowledge that the statements were false or misleading.

**TWENTY-FIFTH DEFENSE**

The damages for which Plaintiffs claim the Petrobras Defendants are responsible arise from a decline in share price that was not caused or contributed to by the disclosure of any material misrepresentation or actionable omission by the Petrobras Defendants and were otherwise caused or contributed to by (a) persons or entities for whom the Petrobras Defendants are not responsible and for whom the Petrobras Defendants are not liable, or (b) factors other than any alleged misrepresentations or omissions for which the Petrobras Defendants may be responsible.

**TWENTY-SIXTH DEFENSE**

The Petrobras Defendants are not liable because the alleged misrepresentations and omissions in the Complaint did not affect the market price of Petrobras Securities.

**TWENTY-SEVENTH DEFENSE**

The Petrobras Defendants are not liable because any decline in value of the securities of which Plaintiffs complain was caused by external market factors.

**TWENTY-EIGHTH DEFENSE**

Plaintiffs' claims are barred in whole or in part because Plaintiffs were not misled by the market price of the securities insofar as the market or price may have been affected by any alleged misrepresentation or material omission by the Petrobras Defendants.

**TWENTY-NINTH DEFENSE**

Plaintiffs' alleged damages were the result of intervening or superseding events, acts or omissions of other parties, or industry or market conditions over which the Petrobras Defendants had no control and for which it cannot be held liable to Plaintiffs.

**THIRTIETH DEFENSE**

The Petrobras Defendants are not liable under Section 11 of the Securities Act of 1933 for damages in excess of the price at which the Notes were offered to the public.

**THIRTY-FIRST DEFENSE**

Plaintiffs' claims are barred by the applicable statute of limitations, statute of repose, or other limitations period.

**THIRTY-SECOND DEFENSE**

Plaintiffs lack standing to assert some or all of their claims.

**THIRTY-THIRD DEFENSE**

Helms did not make or cause to be made the allegedly false statements.

**THIRTY-FOURTH DEFENSE**

Plaintiffs' claims are barred against Helms because Helms acted with appropriate due diligence before signing the 2012 Registration Statement.

**THIRTY-FIFTH DEFENSE**

The Petrobras Defendants are entitled to recover contribution and/or indemnification from others for any liability they incur.

**THIRTY-SIXTH DEFENSE**

Some or all of Plaintiffs' claims are barred in whole or in part by the Act of State Doctrine.

**THIRTY-SEVENTH DEFENSE**

Plaintiffs' claims are barred because certain statements challenged by the Complaint were matters of opinion that, at the time those statements were made, were genuinely believed by the speaker.

**THIRTY-EIGHTH DEFENSE**

The Petrobras Defendants hereby adopt and incorporate by reference any and all other defenses asserted or to be asserted by any other defendant to the extent the Petrobras Defendants may share in such defenses.

**THIRTY-NINTH DEFENSE**

The Petrobras Defendants reserve the right to assert and pursue additional defenses, including any that may become known through discovery or otherwise.

**ADDITIONAL DEFENSES RESERVED**

The Petrobras Defendants hereby give notice that it may rely on other defenses if and when such defenses become known during the course of the litigation, and hereby reserve the right to amend their answer and to assert any additional defenses, cross-claims, counterclaims, and third party claims as they become known or available.

**WHEREFORE**, the Petrobras Defendants pray for relief and judgment:

- A. Denying Plaintiffs the relief sought in the Complaint;
- B. Dismissing the Complaint with prejudice;
- C. Ordering that Plaintiffs take nothing and that judgment be entered against Plaintiffs;
- D. Awarding the Petrobras Defendants costs and expenses, including counsel and expert fees; and
- E. Granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
February 29, 2016

CLEARY GOTTlieb STEEN & HAMILTON LLP

By: /s/ Elizabeth Vicens

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